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IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 1304 of 1987

For Approval and Signature:

Hon'ble MR.JUSTICE S.K.KESHOTE

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO
2. To be referred to the Reporter or not? : NO
3. Whether Their Lordships wish to see the fair copy of the judgement? : NO
4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO
5. Whether it is to be circulated to the Civil Judge? : NO

J V JOSHI

Versus

MAIZE PRODUCTS

Appearance:

MR PC MASTER for Petitioners

MR VIMAL PATEL for Respondent No. 1

None present for other respondents

CORAM : MR.JUSTICE S.K.KESHOTE

Date of decision: 11/10/1999

ORAL JUDGEMENT

#. Though in case if the occasion would have been there to decide this matter on merits, I have my own

reservation on the approach of the management in this case. Be that as it may.

#. In pursuance of the interim order passed in this case by the court on 29/4/87 the petitioners were given all the benefits available to the workmen of the category of which they belong, under the consent award of the Industrial Tribunal dated 28/4/86. A statement has further been made by the learned counsel for the petitioner that the management, the respondent No.1 has given out to the petitioner that in case of their failure in this Special Civil Application, whatever the benefits which they have got under this consent award in pursuance of interim relief granted by this court in their favour it will not ask them to refund back. During the pendency of this Special Civil Application all the petitioners are retired and in his submissions nothing now substantial survives in this Special Civil Application.

#. It is true that interim relief, which has been granted by this court in favour of the petitioners is always subject to the final decision in the petition. On being asked by the court the learned counsel for the respondent No.1 is unable to satisfy to the court whether any thing remains to be decided in this petition after the retirement of the petitioners or whether the respondent No.1 is really intending to make any recovery of the benefits given to the petitioners in pursuance of the interim order of this court. He has failed to give out any affirmative reply or explanation in this respect or on these points.

#. There are the matters where after retirement of the workman normally nothing should have been left out to be contested between the parties. Otherwise also if we go by the terms of settlement I fail to see how it will adversely effect or cause any prejudice to the respondent no.1 in case where this petition is decided in favour of the petitioners. The dispute pertains to terms and conditions Nos. 14, 15 and 16. The term Nos. 15 and 16 are only procedural. Term No.14 is a substantive term. Under this term the role of the respondent No.1 is only to deduct the subscription / contribution from the salary of the petitioners to be deposited with the union named therein. The respondent No.1 is nothing to do with this amount of subscription / contribution to be deducted from the salary of the petitioners and whatever the amount of subscription / contribution deducted from their salaries are to be remitted to the union concerned. It has given out by the learned counsel for the petitioners that the petitioners are also given in writing to the respondent

No.1 that they are agreeable to all the terms of the settlement except term No.14. This statement of the fact made is seriously contested by the learned counsel for the respondent No.1 but it is hardly of any substance or matter at this stage. The respondent No.2, the concerned union is a party to this petition, but nobody is present on its behalf to oppose this petition. This fact goes to show that the respondent No.2 is also not taking term No.14 of the settlement to be very serious in this case.

#. Taking into consideration the totality of the facts and circumstances of this case, I am satisfied that nothing substantially survives in this petition.

#. In the result, the Special Civil Application at this stage become infructuous and accordingly the same is dismissed. Rule discharged. Interim relief granted by this court stands vacated. No order as to costs. However, liberty is granted to the petitioners for revival of this Special Civil Application in case of any difficulty.

(S.K.Keshote, J.)

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